

AG Contract No. KR00 0934TRN
ADOT ECS File No JPA 00-84
Project: HX084 01C
Section: I-19B @ Western Avenue

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF NOGALES

THIS AGREEMENT is entered into 4 JANUARY ²⁰⁰¹ 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF NOGALES, acting by and through
its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3. The State and the City desire to participate in the design, construction, operation and maintenance of a new warranted traffic signal at the intersection of I-19B at Western Avenue, at an estimated cost of \$157,500 00, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO 24411
Filed with the Secretary of State
Date Filed: 01/04/2001
Kathryn Gayles
Secretary of State

By Vicki D. Haernewald

II. SCOPE OF WORK

1 The State will:

a. Provide to State standards design plans, specifications, studies and such other documents and services required for construction bidding and construction. Incorporate City review comments.

b. Call for bids and award one or more contracts for the construction of the signal. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State

c. Be responsible for fifty percent of the cost of the signal Project, in an amount currently estimated at \$78,750 00, and for it's proportionate share of any Project related cost increases.

d. Upon completion, approve and accept the traffic signal as complete upon behalf of the parties hereto, and provide maintenance to the signal at State expense.

e. Invoice the City for it's fifty percent share of the cost of the signal Project, in an amount currently estimated at \$78,750 00.

2 The City will:

a. Review the design documents and provide comments.

b. Within 30 days after receipt of an invoice, pay the State for the City's fifty percent share of the cost of the signal Project, in an amount currently estimated at \$78,750 00, and be responsible for it's proportionate share of any signal Project cost increases.

c. Upon completion and acceptance of the traffic signal by the State, provide electrical energy to operate the signal, at City expense. Grant the State a perpetual right-of-entry for loop detector and striping maintenance

III. MISCELLANEOUS PROVISIONS

1 This agreement shall remain in force and effect until completion of said signal; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party

2. This agreement shall become effective upon filing with the Secretary of State.

3 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Nogales
City Manager
777 N. Grand Avenue
Nogales, AZ 85621

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

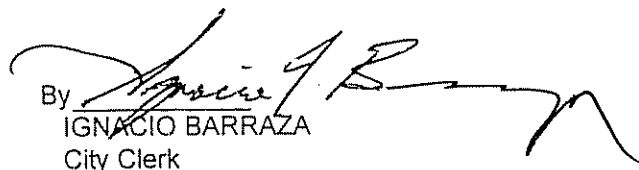
CITY OF NOGALES

By 
CESAR RIOS
Mayor

STATE OF ARIZONA
Department of Transportation

By 
MICHAEL P. MANTHEY
State Traffic Engineer

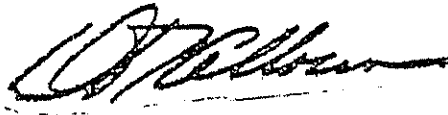
ATTEST

By 
IGNACIO BARRAZA
City Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of May 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Nogales for the purpose of defining responsibilities for the design, construction, operation and maintenance of a new traffic signal at I-19B @ Western Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION NO. 2000-09-77

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF NOGALES, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF I-19 (GRAND AVENUE) AT WESTERN AVENUE; AND DECLARING AN EMERGENCY

WHEREAS, ADOT and the City of Nogales desire to participate in said traffic signal project for the safety and benefit of the motoring public; and

WHEREAS, each party will be responsible for fifty percent (50%) of the cost, in an amount currently estimated at \$157,500.00.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Nogales, Arizona that:

1. The Mayor is hereby authorized to enter into the IGA between ADOT and the City of Nogales, and City staff are also hereby authorized to take all actions necessary and proper to implement the agreement, attached hereto and made a part hereof as Exhibit "A" (ADOT ECS File No. JPA 00-84).

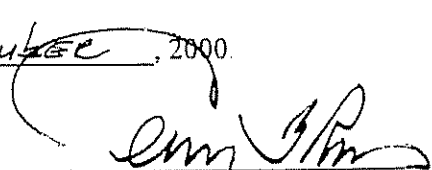
2. Upon completion and acceptance of said traffic signal by both parties, the City will pay ADOT its fifty percent (50%) share currently estimated at approximately \$78,750.00, and provide electrical energy to operate the signal at City expense.

3. The City will grant ADOT a perpetual Right-of-Entry for maintaining the loop detectors and striping at City of Nogales Right-of-Way (R/W) at intersections with ADOT R/W.

BE IT FURTHER RESOLVED THAT AN EMERGENCY IS HEREBY DECLARED TO EXIST and this resolution is hereby exempted from the referendum provisions of the Charter and the City of Nogales and shall take effect and be in full force from and after its passage and approval.

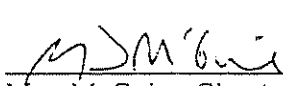
PASSED AND ADOPTED this 6th day of September, 2000.

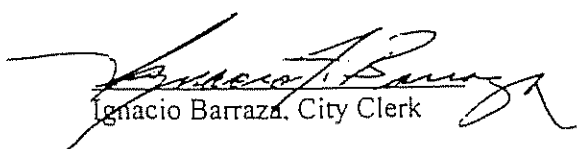
APPROVED this 6th day of September, 2000.


Cesar Rios, Mayor

APPROVED AS TO FORM:

ATTEST:



Matt McGuire, City Attorney


Ignacio Barraza, City Clerk

APPROVAL OF THE NOGALES CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF NOGALES and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 1st day of September, 2000.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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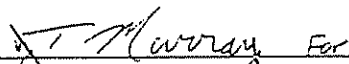
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0934TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 18, 2000.

JANET NAPOLITANO
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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